

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

WEST LIBERTY FOODS, L.L.C.,)	CASE NO. 15-CV-317
Plaintiff,)	
v.)	
KRAFT FOODS GROUP, INC.,)	COMPLAINT
Defendant.)	JURY TRIAL DEMANDED

Plaintiff West Liberty Foods, L.L.C. (“Plaintiff” or “WLF”), for its Complaint against Defendant Kraft Foods Group, Inc. (“Defendant” or “Kraft”), hereby states as follows:

PARTIES

1. Plaintiff is an Iowa Limited Liability Company having its principal place of business in Iowa and offices throughout the state of Iowa, including in West Des Moines.
2. On information and belief, Defendant is a Corporation organized under the laws of the State of Virginia, having its principal place of business in Northfield, Illinois.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a).
4. This case involves citizens of different states and the matter in controversy exceeds \$75,000 exclusive of interest and costs.
5. Venue is proper in this district pursuant because Defendant does business in this district.

BACKGROUND

6. On or about December 22, 2014, WLF entered into a written Supply Agreement with Kraft, wherein Kraft agreed to supply five (5) million pounds of turkey breast meat during calendar year 2015 to WLF at a price of \$2.20 per pound.
7. The turkey breast meat was to be delivered to WLF in 125 truckloads of 40,000 pounds each.

8. The truckloads of turkey breast meat were to be delivered to WLF's production facility in Tremonton, Utah at Kraft's discretion, as long as a minimum quantity of one truckload per week was delivered by Kraft.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

9. The allegations of paragraphs 1 to 8 are re-alleged and incorporated by reference.
10. According to the Supply Contract, Kraft owed certain duties to WLF, including but not limited to delivery of 40,000 pounds of turkey breast meat per truckload and delivery of at least one truckload of turkey breast meat per week to WLF.
11. Kraft has breached its duties to WLF under the Supply Agreement by, *inter alia*, failing to deliver the required number of truckloads of turkey breast meat to WLF and failing to include 40,000 pounds of turkey breast meat in each of the truckloads that were delivered under the Supply Agreement.
12. WLF fully performed its duties and obligations set forth in the Supply Agreement.
13. As a direct and proximate result of Kraft's breach, WLF has suffered damages in an amount currently exceeding \$3 million.

SECOND CLAIM FOR RELIEF
(Anticipatory Breach of Contract)

14. The allegations of paragraphs 1 to 13 are realleged and incorporated by reference.
15. On or about September 2, 2015, Kraft anticipatorily breached the remainder of the Supply Agreement by informing WLF that Kraft will not be making any additional deliveries of turkey breast meat after September 8, 2015.
16. Kraft still owes WLF over 70 truckloads of turkey breast meat, at 40,000 pounds per truckload, under the Supply Agreement.

17. WLF has fully performed its duties and obligations set forth in the Supply Agreement.
18. As a direct and proximate result of Kraft's anticipatory breach of the remainder of the Supply Agreement, WLF will suffer damages in an amount to be determined for each future delivery that is not made by Kraft.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues for which it is available.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff West Liberty Foods, L.L.C. prays for judgment as follows:

- (a) For compensatory damages in an amount in excess of \$3,000,000.00, the precise amount of such damages to be determined, to compensate WLF for damages caused by Kraft;
- (b) For WLF's costs and expenses incurred in this action;
- (e) For pre- and post-judgment interest as provided by law; and
- (f) For such other and further relief as this Court deems just and proper.

Date: September 11, 2015

/s/ David A. Tank

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